

SCHEDULE 6

INSURANCE REQUIREMENTS

The Employer shall take out the following Insurances

1. Construction "All Risks"

INSURED PROPERTY:

Works comprising preliminary works (including associated works and site mobilisation but excluding contractors plant and equipment) permanent works and temporary works undertaken in relation to the Project including all designs drawings specifications and plans to be provided process plant machinery equipment unfixed materials and goods and all other property for use in connection with the works.

COVERAGE:

To indemnify the Insured in respect of physical loss physical destruction of physical damage to the Insured Property during the Period of Insurance on an "all risks" basis, whilst within the Territorial Limits including in storage and locally procured items whilst in transit (other than by air or sea).

INSURED

1. Istrana Sp. z o.o. and/or their associated and/or affiliated and/or subsidiary companies and/or partnerships and/or joint ventures as the Employer;
2. The Senior Lender;
3. [] as the Contractor;
4. all other contractors and/or subcontractors in any tier;
5. professional consultants, manufacturers and suppliers of Insured 1, Insured 2, Insured 3 and Insured 4 for their site activities only;

all for their respective rights and interests.

PERIOD OF INSURANCE:

From the commencement date of the Works until the final taking-over certificate is issued and thereafter for 24 months in respect of the defects liability period.

SUM INSURED:

The full reinstatement value of the works including the costs of demolition, removal of debris and professional fees.

TERRITORIAL LIMITS:

Anywhere in the European Union in connection with the Project including offsite storage during inland transit and transit by roll on/roll off ferry.

EXCESSES: A maximum of:

EUR 500,000 each and every loss in respect of defective design plan, specification, materials or workmanship.

EUR 250,000 each and every loss caused by storm, tempest, flood, water damage, subsidence, collapse, testing and/or commissioning, during the defects notification period and loss destruction or damage to piers, jetties or other property in, on, over or adjacent to coastal or tidal waters.

EUR 50,000 each and every other loss.

PRINCIPAL EXCLUSIONS:

LEG 2/96 London Engineering Group model improvement defects exclusion

Wear and tear

Unexplained shortage

Money

Personal effects and tools

Sea or air transit

Consequential loss

Vehicles

Contractors' constructional plant, tools, equipment and temporary buildings

Wet works conditions

Piling conditions

War and terrorism

Radioactive contamination

Wilful acts

PRINCIPAL CONDITIONS:

Extended maintenance

Munitions of war

Professional fees

50/50 marine concealed damage loss sharing

Removal of debris

Automatic increase (125%)

Error! Unknown document property name.

Error! Unknown document property name.

Loss of drawings
Expediting expenses/airfreight
Firefighting expenses
Reinstatement of the sum insured
Public authorities clause
72 hour clause
Inland transits, offsite storage and temporary removal
[Marine Transit, if required]
Including damage to existing property
Extra Expense
Loss Minimisation
Claims preparation costs

2. Public Liability

COVERAGE

To indemnify the Insured in respect of legal liability for death of or bodily injury to or illness or disease to third parties and/or loss of or damage to third party property happening or consequent upon a cause occurring during the Period of Insurance and arising out of or in connection with the Project anywhere within the Territorial Limits.

INSURED

1. Istrana Sp. z o.o. and/or their associated and/or affiliated and/or subsidiary companies and/or partnerships and/or joint ventures as the Employer;
 2. The Senior Lender;
 3. [] s the Contractor;
 4. all other contractors and/or subcontractors in any tier;
 5. professional consultants, manufacturers and suppliers of Insured 1, Insured 2, Insured 3 and Insured 4 for their site activities only;
- all for their respective rights and interests.

PERIOD OF INSURANCE:

As for 1 above (Construction “All Risks”).

LIMIT OF INDEMNITY:

Error! Unknown document property name.
Error! Unknown document property name.

(a) EUR20,000,000 any one occurrence or series of occurrences arising out of one event unlimited as to the number of occurrences during the Period of Insurance ; but

(b) EUR20,000,000 any one occurrence but limited to EUR40,000,000 in the aggregate during the Period of Insurance for claims arising from pollution or contamination.

TERRITORIAL LIMITS:

Worldwide excluding USA Canada and Australia.

EXCESS:

EUR25,000 each and every occurrence in respect of third party property damage only.

PRINCIPAL EXCLUSIONS:-

Liability to employees

Care, custody or control

Aircraft or waterborne vessels

Compulsory motor liability

Property insured under part 1(Construction all risks)

Liquidated damages and penalties

Seepage, pollution and contamination unless sudden and accidental

Professional advice

Asbestos

War and terrorism

Radioactive contamination

Wilful acts

PRINCIPAL CONDITIONS:

Cross liabilities

Munitions of war

Contingent motor

Jurisdiction – Worldwide excluding USA, Canada or Australia

The Contractor shall take out the following Insurances

1. MARINE WORKS

INSURED

[] as the Contractor or that party undreertaking marine works as appropriate

PERIOD OF INSURANCE

From the commencement of the marine works until completion

INSURED PROPERTY

The Company shall procure that any contractor undertaking marine works utilising marine vessels in relation to the Project shall at all times during such works, maintain the following:

- (a) Hull and machinery insurance in respect of the vessels utilised for the works and shall endorse such insurance to waive all rights of subrogation against the Borrower.
- (b) Protection and indemnity insurance for not less than USD150,000,000 with regard to vessels designed and equipped to travel on the open sea and not less than USD50,000,000 for all other vessels, each including specialist operations cover, and shall endorse such insurance to provide an indemnity to the Company in such manner that the insurers agree to indemnify the Company to the extent that they would have been liable to indemnify its insured had the claim been made against such insured.
- (c) Removal of wreckage cover.

2. CONTRACTOR’S EQUIPMENT

INSURED

[] as the Contractor

PERIOD OF INSURANCE

From the commencement date of the Works until the final taking-over certificate is issued

SUM INSURED

For not less than the full reinstatement value, including delivery to the site.

3. PROFESSIONAL INDEMNITY INSURANCE

INSURED

[] as the Contractor

PERIOD OF INSURANCE

[From the commencement of the design of the Works until completion of the Works]

MINIMUM LIMIT

EUR 10,000,000 for each and every claim

4. INSURANCES REQUIRED BY LAW